

EXHIBIT “A”

VEHICLE SUPPLY AGREEMENT

by and among

NEW UNITED MOTOR MANUFACTURING, INC.,

GENERAL MOTORS CORPORATION

and

TOYOTA MOTOR CORPORATION

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VEHICLE SUPPLY AGREEMENT

This VEHICLE SUPPLY AGREEMENT (this "Agreement") is made and entered into on and as of the 21st day of February, 1984, by and among New United Motor Manufacturing, Inc. (the "JV Company"), a close corporation organized and existing under the laws of the State of California, General Motors Corporation ("GM"), a corporation organized and existing under the laws of the State of Delaware, and Toyota Motor Corporation ("Toyota"), a corporation organized and existing under the laws of Japan;

WITNESSETH:

WHEREAS, the JV Company, which is under the joint control of, but is separate and distinct from, GM and Toyota, was formed for the limited purpose of manufacturing in the United States a specific automotive vehicle not heretofore manufactured and certain components related thereto;

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS

1.1. Terms Defined in Shareholders' Agreement: In addition to the terms which have been previously, or are hereafter, defined herein, terms used herein which are defined in Section 1.1 of the Shareholders' Agreement (the "Shareholders'

Agreement"), dated the date hereof, among the parties hereto are used herein as so defined unless otherwise defined in this Agreement.

第4回修正 (97.2)

II. TERM OF AGREEMENT

2.1. Agreement Term: This Agreement shall become binding upon its execution by each of the parties hereto and shall remain in full force and effect for a period of 12 years following the date (the "Production Commencement Date") of commencement of the production of the Vehicles (as that term is hereafter defined). The parties shall execute a certificate fixing the Production Commencement Date as soon as practicable after the Vehicle production has commenced.

III. PRODUCTS

3.1. Preliminary Technical Information: Toyota has previously furnished to GM preliminary technical information and specifications for the initial Vehicle (as that term is hereafter defined) to be manufactured by the JV Company for sale to GM.

3.2. The Products: The products to be supplied and purchased hereunder shall be certain automotive vehicles manufactured for sale to GM by the JV Company under license from Toyota (the "Vehicles") and optional equipment therefor manufactured or procured by the JV Company (the "Optional Equipment"). The Vehicles and the Optional Equipment (collectively, the "Products") will be more particularly

第4回修正 (97.2)

~~described in technical advance information (the "Technical Advance Information") to be furnished from time to time by the JV Company to GM.~~

3.3. Changes: (a) As Modifications will probably be made to the "Sprinter" or "Corolla" over time in accordance with market demand, Toyota will effect similar changes in the design of the Vehicles if such changes are deemed desirable by the parties. Such changes shall be effected in accordance with Section 3.3(c) hereof.

(b) If model changes or Specification Changes in the Vehicle are necessary, Toyota, GM and the JV Company will agree upon these model changes or Specification Changes. Any such model changes or Specification Changes shall be made in accordance with Section 3.3(c) hereof.

(c) Toyota will present to the JV Company the plan for any Modifications, Specification Changes or model changes concerned. The JV Company will thereafter submit to and negotiate with GM the planned Modifications, Specification Changes or model changes together with the planned price changes. The Modifications, Specification Changes or model changes and the price changes thereof will be made as agreed upon by the JV Company and GM. For purposes of this Section 3.3, the terms "Modifications" and "Specification Changes" mean changes in specifications appearing, or which if made would appear, in the Technical Advance Information.

3.4. Manuals: The JV Company, GM and Toyota shall agree upon a quality manual pursuant to which the JV Company and GM shall measure and inspect the quality of the Products and a purchase procedures manual pursuant to which specific delivery, packaging and other procedures relating to the supply and purchase of the Products shall be set forth.

IV. SUPPLY AND PURCHASE OBLIGATIONS AND ARRANGEMENTS

4.1. General Understanding: (a) The general principles contained in this Section 4.1 will apply to supply and purchase arrangements under this Agreement.

(b) The parties hereto are establishing supply and purchase arrangements under which the JV Company shall supply and GM shall purchase the Products on a continuous and stable basis. It is acknowledged that the JV Company is making substantial amounts of capital expenditures in its facilities relying upon GM's present projection that market demand for the Vehicles will exceed 200,000 units per annum. However, it is further acknowledged that market demand for the Products that can be generated in the areas in which GM expects to sell them will govern the purchase commitments of the parties as to all Products.

(c) In setting forth supply and purchase arrangements under this Article, the JV Company and GM agree that their mutual interests can be served only if orderly procedures are followed, and that a degree of flexibility is necessary in the negotiation

第一次修正之条款追加

of the applicable items to accommodate GM's marketing and purchasing requirements and the JV Company's interest in endeavoring to manufacture the Products on a volume basis.

4.2. Individual Sales Contracts: (a) Within the general principles set forth in Section 4.1 hereof, each purchase and sale transaction between the JV Company and GM relating to the Products shall be governed by an individual sales contract, it being agreed within that context that the JV Company has no obligation to supply and GM has no obligation to purchase any Products until the parties enter such a contract. The terms of this Agreement (insofar as applicable) shall apply to each such sales contract.

(b) The parties shall from time to time negotiate and agree upon procedures relating to ordering, delivery, packaging and similar matters involved in the supply and purchase of the Products as provided in Section 3.4 hereof.

4.3. Unit Prices, Etc.: (a) The initial selling price of the Vehicles to be sold by the JV Company to GM during the 1985 model year shall be determined at least 60 calendar days prior to the expected Production Commencement Date by negotiation between the JV Company and GM. This negotiation shall be based upon the production cost estimated by the JV Company 90 calendar days prior to the expected Production Commencement Date, with estimates of such cost to be guided by the feasibility study prepared in 1982 by Toyota and GM and attached hereto as Annex A. In no event, however, shall such initial selling price be higher

than the upper limit or lower than the lower limit, each as set forth in the following sentence. The upper limit shall be determined by adjusting for feature differences the dealer net price (that is, the dealers' port of entry cost as referred to in the Kelley Blue Book New Car Price Manual) less 8% for Toyota's then-current United States model front-wheel drive Corolla equipped comparably to the Vehicles concerned, and the lower limit shall be determined by adjusting for feature differences such dealer net price (that is, the dealers' port of entry cost as referred to in the Kelley Blue Book New Car Price Manual) less 11% of such Corolla. The adjustment for feature differences between such Corolla and the initial Vehicle shall be made by agreement between the JV Company and GM.

第三次修正 文章變更
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(b) After determination of the initial selling price pursuant to Section 4.3(a) hereof, although there may be exceptions, the selling price for the Vehicles shall be revised and determined for each model year. The new selling price for the Vehicles in each new model year shall be determined by applying to the selling price for the previous model year the Index set forth in Annex B. hereto. If the calculations embodied in such Index occasionally yield a selling price for the Vehicles which is at significant variance with then-current market conditions, the JV Company and GM shall negotiate a more appropriate selling price for the Vehicles.

(c) In the event that Toyota and other members of the Toyota Group shall cease to distribute the front-wheel drive

Corolla in the United States, the JV Company and GM shall negotiate appropriate amendments to this Section 4.3 consistent with the intent and purposes hereof.

(d) The methodology to be employed in pricing the Optional Equipment (both initial and subsequent) will be comparable to that described in Section 4.3(a) through Section 4.3(c) hereof and as described in Section 3.3(c) hereof.

(e) If it is anticipated that continuation of the foregoing methods for determination of the selling prices of the Products would cause those prices to be at such levels as the JV Company would incur losses which could endanger its normal operation, Toyota, the JV Company and GM shall negotiate and take necessary measures.

4.4. Delivery of Products: The Products shall be delivered by the JV Company to GM by physically delivering the same through the gate of the shipping canopy located just west of the Marshalling Area identified in Section 5.1 of the Shareholders' Agreement. ← 第一次修正之文言変更

4.5. Acceptance of Products: (a) Within three business days after delivery of the Products, GM shall conduct visual and operational inspections to determine whether the Products conform to the applicable specifications and inspection standards as separately agreed upon by the parties pursuant to Section 3.4 hereof. ← 第一次修正之文言変更

(b) GM shall accept all the Products which shall have passed said inspections and return the Products which shall have

failed said inspections to the JV Company with a written notice in a form designated by the JV Company specifying the reasons for such failure in reasonable detail.

(c) If GM fails to return the Products within three business days after their delivery, they shall be deemed accepted by GM.

4.6. Title and Risk of Loss: Title to and risk of loss of the Products shall pass from the JV Company to GM upon the delivery thereof by the JV Company to GM pursuant to Section 4.4 hereof.

4.7. Payment: (a) On each business day, the JV Company shall issue to GM a summary invoice for the Products delivered to GM.

(b) The payment for the Products by GM to the JV Company shall be made promptly after GM receives such summary invoice in accordance with the terms and conditions separately agreed upon by the parties. Such payment shall in any event be made by GM within two business days after GM receives such summary invoice.

(c) Overdue payments, if any, shall bear interest at a rate equal to the rate set forth in Section 7.2 of the Shareholders' Agreement.

4.8. Buyer's Brand: The Products will be marketed by GM under the trademarks of GM.

4.9. Warranties: (a) The JV Company warrants to GM that upon delivery of the Products to GM, GM shall have good and

marketable title to the Products.

(b) THE OBLIGATIONS OF THE JV COMPANY SET FORTH IN THE PRA AND THE WARRANTY SET FORTH IN SECTION 4.9(a) HEREOF ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) Nothing in this Agreement shall affect the rights and obligations of the parties as provided in the PRA. The parties' obligations in respect of any defect or noncompliance with any laws or governmental standards or regulations, actual or alleged, of the Vehicles as accepted by GM under Section 4.5 hereof shall be as set forth in the PRA.

4.10. Compliance with Vehicle Safety Regulations: (a) Toyota shall, as soon as necessary tests have been completed with satisfactory results, issue to the JV Company and GM a certificate to the effect that the Products as designed by Toyota meet the applicable Federal Motor Vehicle Safety Standards (as such term is defined below). The JV Company will not start regular production of the Products until it and GM have received such certificate appropriate to the Products to be produced. In connection therewith, Toyota shall conduct such tests of the Products and provide such information as Toyota may deem necessary, desirable or appropriate to enable the JV Company and, with respect to consumer information requirements under the United States statute entitled the "National Traffic and Motor Vehicle Safety Act of 1966" and all amendments thereto ("Safety

Act"), GM, as the case may be, in reliance upon such information, to make such certifications or provide such consumer information as may be necessary pursuant to applicable federal motor vehicle safety standards ("Federal Motor Vehicle Safety Standards") and rules, regulations and procedures promulgated from time to time by the United States National Highway Traffic Safety Administration of the United States Department of Transportation or any successor administrative agency ("NHTSA") under the Safety Act ("NHTSA Regulations").

(b) GM shall submit to NHTSA the necessary reports and data called for by Section 573.8 of the NHTSA Regulations and any revisions thereto on behalf of the JV Company and shall furnish to the JV Company and Toyota copies of such reports and data.

(c) The JV Company, in reliance upon information furnished by Toyota, shall be responsible for obtaining all necessary safety approvals of any governmental authority of any state or political subdivision thereof or of the United States, including approvals for required labeling, and such renewals as may be required, either directly or through its suppliers, in connection with the Products that the JV Company will manufacture and supply under this Agreement, and the JV Company shall furnish to GM copies of the approvals so obtained. The JV Company will not start regular production of the Vehicles until GM has received from the JV Company copies of all such approvals appropriate to the Products to be produced. In connection with inquiries received from any such authority regarding safety

requirements for any such Products, the JV Company shall, after consultation with GM and Toyota, act on behalf of itself, Toyota and GM and shall keep Toyota and GM advised of the progress of such matters.

(d) The above provisions regarding compliance with Federal Motor Vehicle Safety Standards shall apply to requirements of Title 1 of the Federal Motor Vehicle Cost Savings and Information Act, commonly known as "Bumper Standards".

(e) Toyota recognizes and will comply with the obligations under Section 110(e) of the Safety Act to designate an agent in the United States for service of process.

4.11. Emissions: (a) Toyota shall make all necessary submissions, on behalf of the JV Company, and obtain all necessary certifications for the Vehicles from the United States Environmental Protection Agency or any successor administrative agency ("EPA"). Copies of such certifications shall be given to GM and the JV Company. The JV Company will not start regular production of the Vehicles until it and GM have received copies of such certifications appropriate to the Vehicles to be produced.

(b) GM, based upon information supplied by Toyota, shall furnish owners of the Products the maintenance and use instructions required by Section 207 of the United States statute entitled the "Clean Air Act of 1963" and all amendments thereto ("Clean Air Act") and will furnish copies thereof to Toyota and the JV Company.

(c) All of the provisions above regarding the emissions control standards promulgated from time to time by the EPA under the Clean Air Act and the rules, regulations and procedures promulgated from time to time by the EPA under the Clean Air Act shall also apply to the emissions control requirements and regulations of the State of California.

4.12. Governmental Regulations: The JV Company will use its best efforts, with cooperation of GM and Toyota, to comply with all applicable governmental requirements and regulations.

第一次修正 文言追加
V. TECHNICAL ASSISTANCE BY THE
JV COMPANY AND PILOTS, ETC.

5.1. Technical Assistance: If the JV Company's assistance is requested by GM for the purpose of ensuring the performance of new Vehicle warranty service on the Products, the JV Company and GM shall in good faith negotiate on a cost basis for such required assistance, including, but not limited to, the dispatch of the JV Company's personnel or a third party designated by the JV Company to GM.

5.2. Pilots: (a) If GM requests the JV Company, in a reasonably timely manner, to manufacture and supply pilot vehicles for any Vehicle model or series, the JV Company and GM shall in good faith negotiate the terms and conditions applicable to the pilot vehicles desired by GM, provided, however, that the JV Company shall have no obligation to manufacture or supply

such pilot vehicles until agreement is reached by the JV Company and GM with respect thereto.

(b) In every case, the price of each pilot vehicle shall be the same as the price of such Vehicle model or series in commercial production determined or to be determined in accordance with the provisions of Section 4.3 hereof.

(c) GM agrees not to resell pilot vehicles supplied pursuant to this Section 5.2. PILOT VEHICLES WILL BE SOLD TO GM IN AN "AS IS" CONDITION and will be used by GM at its own risk.

VI. MISCELLANEOUS

6.1. Force Majeure: Any delay in or failure of the performance of any party hereunder shall be excused if and to the extent caused by occurrences beyond such party's control, including, but not limited to, acts of God; fire or flood; war; governmental regulations, policies or actions; closure of foreign exchange markets; any labor, material, transportation or utility shortage or curtailment; discontinuance or curtailment of the manufacture of the Products ordered; or any labor trouble in the manufacturing plants of the JV Company in Fremont, California or any of its suppliers.

6.2. Limitations of Liability: Except as provided in the PRA, IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE.

第一次修正之文字变更

6.3. Survival: All representations, warranties and indemnities, liabilities and disclaimers and limitations of the foregoing made, furnished or imposed herein or arising hereunder shall survive any termination of this Agreement or dissolution of the JV Company.

VII. GENERAL PROVISIONS

7.1. Assignability: Neither this Agreement nor any right (other than a right to receive the payment of money) or obligation hereunder may be assigned or delegated in whole or in part to any other person or entity.

7.2. Persons Authorized to Act for the Parties: Each change, variation or modification of this Agreement shall be effective only when made in writing signed by an authorized officer or representative of each of the parties.

7.3. Notices: In any case where any notice or other communication is required or permitted to be given under this Agreement (including without limitation any change in the information set forth in this Section) such notice or communication shall be in writing and (i) personally delivered, (ii) sent by postage prepaid registered airmail (which notice or other communication shall be immediately confirmed by a telex marked "Important"), or (iii) transmitted by electronic facsimile transfer marked "Important" (which notice or other communication shall be immediately confirmed by a telex marked "Important") as follows:

If to Toyota, to:

Toyota Motor Corporation
1, Toyota-Cho, Toyota
Aichi 471 Japan
Telex/Answerback: 4528371/TOYOTA J
Facsimile Model: UF 520 III
Facsimile Call No.: 565-80-1116
Attention: General Manager, Overseas Project Office

If to GM, to:

Chevrolet Motor Division
General Motors Corporation
30001 Van Dyke Avenue
Warren, Michigan 48090 U.S.A.
Telex/Answerback: 235547/CHEV CO WARN
Facsimile Model: RapiCom 1500
Facsimile Call No.: 313-492-6842
Attention: General Manager

If to the JV Company, to:

New United Motor Manufacturing, Inc.
45500 Fremont Boulevard
Fremont, California 94537 U.S.A.
Telex/Answerback: (To be supplied)
Facsimile Model: (To be supplied)
Facsimile Call No.: (To be supplied)
Attention: Executive Vice President

All such notices or other communications shall be deemed to have been given or received (i) upon receipt if personally delivered, (ii) on the tenth business day following posting if by postage prepaid registered airmail, and (iii) 24 hours following confirmation by telex with confirmed answerback if notice is given by electronic facsimile transfer.

7.4. Third Persons: Except as contemplated in this Agreement as to the parties hereto, nothing in this Agreement is intended or shall be construed to confer upon or to give any person or entity any legal or equitable rights or remedies under or by reason of this Agreement.

7.5. Governing Language: This Agreement and all other agreements, instruments and notices that are referred to herein or are supplementary hereto shall be prepared or furnished in and governed and controlled by the English language.

7.6. Choice of Law: This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without giving effect to the principles of conflict of laws thereof.

7.7. Entire Agreement, Etc.: This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. To the extent that provisions in any of the Prior Agreements (as that term is hereafter defined) are inconsistent with any provision of this Agreement, this Agreement supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof, including without limitation the Memorandum of Understanding (the "Memorandum"), dated February 17, 1983, as amended, between Toyota and GM and all letter agreements, minutes of meetings and similar documents dated prior to the date hereof to which GM, Toyota or any of their respective representatives are parties (the Memorandum and such letter agreements, minutes and similar documents being referred to herein as the "Prior Agreements").

7.8. Enforcement of this Agreement: Each party to this Agreement, solely in connection with any action or proceeding brought by any other party to this Agreement (on its

own behalf or on behalf of the JV Company) arising out of or related to this Agreement, hereby (i) agrees that any such action or proceeding shall be brought only in a federal or state court of competent subject matter jurisdiction in the State of California (and no such action or proceeding shall be brought in any other state or country) and (ii) consents to personal jurisdiction in any such court provided that service of process shall be duly made. Each party hereby agrees that in any such action or proceeding process may be served upon it by any means authorized by applicable statutes, rules, treaties and/or conventions. In this regard, if such service of process shall be duly made by any means as aforesaid, no party shall contest the same or the personal jurisdiction of any such California court in any court. The parties' obligations under this Section 7.8 shall survive the expiration or termination of this Agreement or the dissolution of the JV Company. Nothing herein shall be construed to mean that any party to this Agreement has hereby submitted to the personal jurisdiction of any such court in connection with any other action or proceeding whatsoever.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed by their respective duly authorized representatives as of the day and year first above written.

NEW UNITED MOTOR MANUFACTURING,
INC.

By Tatsuro Toyoda
President

GENERAL MOTORS CORPORATION

By [Signature]
~~President~~
CHAIRMAN OF THE BOARD

TOYOTA MOTOR CORPORATION

By Shoichiro Toyoda
President

Annex A

Feasibility Study

In the Feasibility Study, Toyota and GM have had discussion on the conditions and procedures for estimating product cost of the JV vehicle and the parties have reached the following conclusions.

I. Basic Conditions

- a. Model 4 Door Sedan DLX
- b. Annual Production Volume 200,000 vehicles

II. Cost Estimate

Cost Structure

Direct Material Cost	Japan Sourced Parts U.S. Sourced Parts Open Parts ... Japan Sourced ... U.S. Sourced Material Cost for Major Body Panels Other Stamping Parts Paint Cost
Manufacturing Cost	Labor Cost ... Hourly Facility Operation Cost ... Indirect Material ... Utility Cost Depreciation
Administration and Other Cost	Labor Cost ... Salary Tax and Insurance Royalty ... Initial ... Running Interest for Investment and Inventory Start-up Cost

III. Conditions and Procedures for Cost Estimate

1) Direct Materials

a. Parts

- Toyota to propose the Basic Concept for Parts Sourcing Classification and to provide GM with a "Parts List" which specifies the sourcing. (All parts to be classified into three sources by Toyota in the List: Japan, U.S. and Open sources.)
- In the next step, "Open" parts to be decided to be either Japan- or U.S.-sourced based on co-quotation by the parties. (attachment (A))
- Toyota to submit the price of Japan-sourced parts and GM to submit that of U.S.-sourced parts as of June, 1982..
- The prices shall be used only for the Feasibility Study.

b. Major Body Panels

(Cost of major body panels produced by the JV)

- Toyota to provide GM with Technical Information for the parts and then GM to calculate the cost based on Toyota's information. (attachment (B))

c. Other Stamping Parts

(Cost of small stamping parts attached to the Major stamping parts. (attachment (C))

- These parts are to be sourced from Japan and Toyota is to estimate the cost.

d. Paint and Others

(Cost of paint and other indirect materials such as Gasoline, Engine Oil, Transmission Oil, L.L.C., Brake Fluid, etc. (attachment (D))

- Average of Toyota- and GM-estimated costs to be used for the study.

2) Manufacturing Cost

a. Labor Cost (Hourly)

- Toyota to estimate the number of workers of the JV plant based on comparison study of manpower in Wilmington and Takaoka under the following parameters. (attachment **E**)
 - Plant Fremont
 - Line Rate ... 60 jobs per hour
 - Shift 2 shifts
- GM to estimate annual working hours and hourly rate of the plant to calculate the cost.

b. Facility Operation Cost

- Toyota to specify the factors included in facility operation cost and then GM to estimate the cost.
(attachment **F**)

c. Depreciation

- Toyota to calculate the cost based on investment cost for modification and addition to the Fremont Plant estimated by the Joint Production Team. (attachment **G**)

3) Administration and Other Cost

a. Labor Cost (Salary)

- Toyota to estimate the number of workers.
- GM to estimate average salary used for the cost estimate.

b. Tax & Insurance

- GM to estimate the amount of property tax and insurance.

c. Royalty

- 3% of U.S. value added to be paid as Running Royalty.

Each party to respectively estimate production cost of the JV vehicle based on the above Feasibility Study.

Agreed Items of Product Cost

	Cost per unit
Direct Materials	
1. Japan Sourced Parts	\$1,973
2. U.S. Sourced Parts	636
3. Open Parts	
• Sourced to Japan	817
• Sourced to U.S.	458
4. Material Cost for Major Body Panels	137
5. Other Stamping Parts	120
6. Paint, Sealer, Gasoline, Engine Oil, T/M Oil, L.L.C., Brake Fluid	70
Manufacturing Cost	
1. Labor Cost (Hourly)	454
2. Facility Operation Cost	152
3. Depreciation Amortization - New Facilities	206
Administration and Other Cost	
1. Labor Cost (Salary)	101
2. Tax	27
3. Royalty	84
4. Other Administrative Cost	20

Cost reduction targets, start-up costs, depreciation amortization relating to existing facilities, and interest costs are not reflected above.

Attachment (A)

JOINT VENTURE CAR COMPONENTS

Fig. No.	Part Name	Qty.	Japan/ U.S./ Open	Japan CASHED	U.S. CASHED	Japan OPEN	U.S. OPEN
1-1	Engine Assy, W/Clutch	1	J	750.00			
1-2	Cleaner Assy, Air W/Element	1	J	23.88			
1-	Bolt, Stud	1	J	INC. BELOW			
1-	Nut, Wing W/Washer	1	J	" "			
1-	Bolt, W/Washer	1	J	" "			
1-	Hose, Air Cleaner	1	J	1.62			
1-	Clamp, Hose	1	J	INC. BELOW			
1-	Hose, Air Cleaner, No. 1	1	J	1.58			
1-	Clamp, Hose	1	J	INC. BELOW			
1-	Clamp, Hose	1	J	" "			
1-	Hose, Air Cleaner, No. 2	1	J	2.50			
1-	Bolt, W/Washer	1	J	INC. BELOW			
1-	Hose, Air Cleaner, No. 3	1	J	3.29			
1-	Nut, Lock	2	J	INC. BELOW			
	BOLT, NUT AND CLAMP			.72			
	VALVE ASSY. THERMOSTATIC						
	VALVE SWITCH			3.25			
	VALVE ASSY. ELECTRIC			14.02			
	BIKE CONTROL						
	HOSE, AIR NO. 1			1.54			
2-1	Insulator, Engine Mounting, FR	1	J	3.16			
2-2	Bracket, Engine Mounting, FR	1	J	1.06			
2-3	Insulator, Engine Mounting, LH	1	J	3.82			
2-4	Bracket, Engine Mounting, LH	1	J	1.16			
2-5	Insulator, Engine Mounting, RR	1	J	3.40			
2-6	Bracket, Engine Mounting, RR	1	J	1.05			

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan Switch</u>	<u>U.S. Switch</u>	<u>Japan Open</u>	<u>U.S. Open</u>	
3-1	Radiator Assy	1	0				25.95	Harrison
3-2	Support, Radiator	2	0				58	C.E.C.
3-3	Hose Radiator, No. 1	1	0				1.97	C.E.C.
3-4	Hose Radiator, No. 2	1	0			1.79		
3-4	Hose, Water Inlet	1	0				.07	C.E.C.
3-5	Clip	4	J	INC. BELOW				
3-6	Hose, Water By-Pass, No. 1	1	J	" "				
3-6	Pipe, Water By-Pass, No. 2	1	J	2.80				
3-6	Pipe, Water By-Pass, No. 1	1	J	2.16				
3-7	Clamp, Hose	2	J	INC. BELOW				
3-8	Fan Assy, W/Motor	1	0				11.91	DELCO PRODUCTS
3-	Reservetank Assy, Radiator CLIP, HOSE AND CLAMP	1	0	1.30			1.07	C.E.C.
4-1	Pipe Sub-Assy, Exhaust, FR.	1	0				13.87	
4-2	Gasket, Exhaust Pipe	1	J	INC. ON NEXT PAGE				
4-3	Nut	2	J	" " " "				
4-4	Bolt, Washer Based Head Hex.	2	J	" " " "				
4-5	Gasket, Exhaust Pipe	1	J	" " " "				
4-6	Converter Assy, Monolithic	1	0				122.04	
4-7	Bolt, U	1	J	INC. ON NEXT PAGE				
4-8	Clamp, Air Suction Pipe	1	J	" " " "				

JOINT VENTURE CAR COMPONENTS

<u>Fig. No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Japan/ U.S./ Open</u>	<u>Japan Source</u>	<u>U.S. Source</u>	<u>Japan Open</u>	<u>U.S. Open</u>	<u>Source</u>
4-9	Nut, Lock	2	J	inc. below				
4-10	Pipe, Converter Air Inlet	1	O				1.82	C.E.C.
4-11	Bolt, Flange	1	J	inc. below				
4-12	Clamp	1	J	" "				
4-13	Support Sub-Assy, Cat. Con.	1	J	.95				
4-14	Pipe Assy, Exhaust Center	1	O			7.97		
4-15	Gasket, Exhaust Pipe	1	J	inc. below				
4-16	Bolt	2	J	" "				
4-17	Nut, Lock	2	J	" "				
4-18	Pipe Assy, Exhaust Tail	1	O			14.73		
4-19	Bolt, U	1	J	inc. below				
4-20	Clamp, Pipe	1	J	" "				
4-21	Nut	2	J	" "				
4-22	Bracket, Catalytic Con., RH	1	J	" "				
4-23	Bracket, Catalytic Con., LH	1	J	" "				
4-24	Bracket, Exht. Pipe Sup. No. 1	1	J	" "				
4-25	Bracket, Exht. Pipe Sup. No. 2	1	J	" "				
4-26	Bracket, Exht. Pipe Sup. No. 4	1	J	" "				
4-27	Support, Exhaust Pipe, No. 4	4	J	" "				
4-28	Ring, O	2	J	" "				
GASKET, NUT, BOLT, CLAMP.				6.02				
GASKET, SUPPORT AND RING								

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METAL STAMPINGS TECHNICAL INFORMATION

36 MAJOR PANELS PRODUCED IN THE JOINT VENTURE STAMPING PLANT

PARTS LIST		PART NAME	MATERIAL	T (mm)	COIL WIDTH X LENGTH (mm)	NP	Material Cost /vehicle
PAGE	FIG. NO						
30	1	PANEL, HOOD	(AS35RB)	0.8	1450 x 1210	1	7.67
	1	PANEL, HOOD INNER	SPCC	0.65	1450 x 1230	1	5.17
	6	PANEL, FRONT FENDER RH	(ASP 2)	0.7	1325 x 730	1	4.07
	7	PANEL, FRONT FENDER LH	do.	do.	do.	do.	4.07
32	2	PANEL, DASH	SPCC	0.8	1450 x 860	1	4.26
33	1	MEMBER, FRONT SIDE RH	(ASP 1)	1.6	1000 x 1010	2	4.67
	2	MEMBER, FRONT SIDE LH	do.	do.	do.	do.	4.67
	3	MEMBER, RR FLOOR SIDE FRONT RH	SAPH45	2.0	1000 x 592	2	2.98
	4	MEMBER, RR FLOOR SIDE FRONT LH	do.	do.	do.	do.	2.98
	3	MEMBER, RR FLOOR SIDE REAR RH	SAPH45	1.2	675 x 480	2	1.02
	4	MEMBER, RR FLOOR SIDE REAR LH	do.	do.	do.	do.	1.02
34	4	PANEL, COWL TOP OUTER	SPCC	0.7	900 x 1560	2	2.21
	4	PANEL, COWL TOP INNER	(SPMY)	0.7	1000 x 1650	2	2.65
35	7	PAN, FRONT FLOOR	SPCC	0.75	1450 x 1370	1	6.36

Note: T = Plate Thickness

NP = Number of Products taken out of the material

Vehicle Supply Agreement, Pg 31 of 54

36 MAJOR PANELS PRODUCED IN THE JOINT VENTURE STAMPING PLANT

PARTS LIST		PART NAME	MATERIAL	T (mm)	COIL WIDTH X LENGTH (mm)	NP	Material Cost /vehicle
PAGE	FIG. NO.						
35	11	PAN, REAR FLOOR	(SPMY)	0.7	1450 x 1800	1	8.35
36	15	PANEL, ROCKER OUTER RH	(ASP 1)	1.0	1050 x 1830	3	3.81
	16	PAENL, ROCKER OUTER LH	do.	do.	do.	do.	3.81
	17	PANEL, QUARTER RH	(ASP 2)	0.75	1450 x 2100	2	6.80
	18	PANEL, QUARTER LH	(ASP 3)	0.75	1450 x 2100	2	6.80
38	1	PANEL, ROOF	SPCC	0.85	1275 x 1585	1	7.56
39	1	PANEL, LUGGAGE COMPARTMENT OUTER	(SAFC35 RB)	0.75	1450 x 1000	1	4.90
	1	PANEL, LUGGAGE COMPARTMENT INNER	(SPMY)	0.7	1500 x 1000	1	4.80
40	1	PANEL, FRONT DOOR INSIDE RH	SPCC	0.7	700 x 1160	1	2.54
	2	PANEL, FRONT DOOR INSIDE LH	do.	do.	do.	do.	2.54
	1	BEAM, FR DOOR SIDE IMPACT PROTECTION	APFC60	1.4	975 x 450	1	2.91
	2	do.	do.	do.	do.	do.	2.91
	1	PANEL, FRONT DOOR OUTSIDE RH	(AS35RB)	0.7	675 x 1090	1	2.71
	2	PANEL, FRONT DOOR OUTSIDE LH	do.	do.	do.	do.	2.71

Note: T = Plate Thickness

NP = Number of Products taken out of the material

PARTS LIST		PART NAME	MATERIAL	T (mm)	COIL WIDTH X LENGTH (mm)	NP	Material Cost /vehicle
PAGE	FIG. NO.						
43	1	PANEL, RR DOOR INSIDE RH	SPCC	0.7	725 x 1050	1	2.43
	2	PANEL, RR DOOR INSIDE LH	do.	do.	do.	do.	2.43
	1	BEAM, RR DOOR SIDE IMPACT PROTECTION	APFC60	1.2	980 x 591	2	1.92
	2	do.	do.	do.	do.	do.	1.92
	1	PANEL RR DOOR OUTSIDE RH	(AS35R8)	0.7	700 x 962	1	2.54
	2	do.	do.	do.	do.	do.	2.54
48	2	TANK, FUEL, UPPER	(TMY)	0.8	825 x 930	1	3.31
	2	TANK, FUEL, POWER	do.	1.0	700 x 940	1	3.55
Total							137.59

Note: T = Plate Thickness

NP = Number of Products taken out of the material

Page	Fig. No.	Sub-Assy	Main Part Name (Total : 36 Parts)	Other Parts
30	1	Hood Sub-Assy	Panel, Hood Panel, Hood Inner	Hook Sub-Assy, Hood Lock Other Small Parts
	6	Fender Sub-Assy, FR RH	Panel, FR Fender RH	Extension FR Fender RR R/F RH Other Small Parts
	7	Fender Sub-Assy, FR LH	Panel, FR Fender LH	Extension FR Fender RR R/F LH Other Small Parts
32	2	Panel Sub-Assy, Dash	Panel, Dash	Sheet Dash Panel Insulator, No.1 Other Small Parts
33	1	Member Sub-Assy, FR Side RH	Member, FR Side RH	Plate FR Side Member FR RH Plate FR Side Member RR RH Brace Lwr Arm Bracket RH, Reinforcement FR Side Member No.2 RH Other Small Parts
	2	Member Sub-Assy, FR Side LH	Member, FR Side LH	Support Battery Carrier Plate FR Side Member FR LH Plate FR Side Member RR LH Brace Lwr Arm Bracket LH Reinforcement FR Side Member No.2 LH Other Small Parts

Page	Fig. No.	Sub-Assy	Main Part Name	Other Parts
33	3	Member Sub-Assy, RR Floor Side RH	Member, RR Floor Side, FR RH	Bracket RR Strut Bar RH
			Member, RR Floor Side RR RH	Reinforcement Belt Anchor No.1 RH Other Small Parts
	4	Member Sub-Assy, RR Floor Side LH	Member, RR Floor Side, FR LH	Bracket RR Strut Bar LH
			Member, RR Floor Side, RR LH	Reinforcement Belt Anchor No.1 LH Other Small Parts
34	4	Panel Assy, Cowl Top	Panel, Cowl Top Outer	Stopper Sub-Assy, Hood, RH
			Panel, Cowl Top Inner	Reinforcement Sub-Assy, Hood Lock MT
				Panel, Cowl Top Side RH
				Panel, Cowl Top Side Inner RH
				Panel, Cowl Top Side LH
				Panel, Cowl Top Side Inner LH
				Other Small Parts
35	7	Pan, FR Floor		
	11	Pan Sub-Assy, RR Floor	Pan, RR Floor	Extension RR Floor Pan RH Extension RR Floor Pan LH Other Small Parts

Page	Fig No.	Sub-Assy	Main Part Name	Other Parts
36	15	Panel Sub-Assy, Rocker, Outer RH	Panel, Rocker, Outer RH	Reinforcement Rocker Panel RH Other Small Parts
	16	Panel Sub-Assy, Rocker, Outer LH	Panel, Rocker, Outer LH	Reinforcement Rocker Panel LH Other Small Parts
	17	Panel Sub-Assy, Quarter RH	Panel, Quarter RH	Duct Sub-Assy, Quarter Vent RH Support RR Bumper Side RH Other Small Parts
	18	Panel Sub-Assy, Quarter LH	Panel, Quarter LH	Duct Sub-Assy, Quarter Vent LH Support RR Bumper Side LH Other Small Parts
38	1	Panel Sub-Assy, Roof	Panel, Roof	Panel Windshield Header Inner Frame Back Window Up Other Small Parts
39	1	Panel Sub-Assy, Luggage Compartment, Door	Panel, Luggage Compartment, Door Outer Panel, Luggage Compartment, Door Inner	Reinforcement Luggage Compartment Door Other Small Parts
40	1	Panel Sub-Assy, FR Door RH	Panel, FR Door, Inside RH Beam, FR Door Side Impact Protection Panel, FR Door, Outside RH	Frame Sub-Assy, FR Door Window RH Panel FR Door Hinge Side RH Other Small Parts

Page	Fig. No.	Sub-Assy	Main Part Name	Other Parts
40	2	Panel Sub-Assy, FR Door LH	Panel, FR Door Inside LH Beam, FR Door Side-Impact Protection Panel, FR Door Outside LH	Frame Sub-Assy, FR Door Window LH Panel FR Door Hinge Side LH Other Small Parts
43	1	Panel Sub-Assy, RR Door RH	Panel, RR Door Inside RH Beam RR Door Side-Impact Protection RH Panel, RR Door Outside RH	Frame Sub-Assy, RR Door Window RH Panel RR Door Hinge Side RH Other Small Parts
	2	Panel Sub-Assy, RR Door LH	Panel, RR Door Inside LH Beam, RR Door Side-Impact Protection LH Panel, RR Door Outside LH	Frame Sub-Assy, RR Door Window LH Panel RR Door Hinge Side LH Other Small Parts
48	2	Tank Sub-Assy, Fuel	Tank, Fuel Upr Tank, Fuel Lwr	Tube Sub-Assy, Fuel Tank Breather Retainer Fuel Gage Other Small Parts
Total				\$120

Attachment (D)

Paint Cost and Indirect Materials Cost

(specifiable utilization rate for a vehicle)

		Cost per vehicle	
		Toyota	GM
<u>PAINTING MATERIALS</u>			
PHOSPHATE	(1) DEGREASING	.22	
	(2) PHOSPHATE	.68	
PRIMER	(1) ELPO(ED)	8.35	
	(2) SOLVENT(thinner)		
MID COAT	(1) PRIMER-SURFACER	3.23	
	(2) SOLVENT(thinner)	1.38	
TOP COAT	(1) 50% HI-SOLID ENAMEL (note 1)	30.64	
(color:red)	(2) SOLVENT(thinner)		
CHIP	(1) VINYL CHLORIDE PLASTISOL		
RESISTANT	(underfloor, wheel-house)	.80	
COATING	(2) POLYESTER RESIN COATING MATERIAL		
	(rocker panel)		
		45.30	60.29
<u>INDIRECT MATERIALS</u> (ASSEMBLY)			
GASOLINE		1.80	
ENGINE OIL (10W-30-SEQ)		2.22	
TRANSMISSION OIL (JWS 2318)		1.53	20.02
LLC 50%		2.19	
BRAKE FLUID		.52	
SEALER		7.00	
Total		60.56	80.31

note 1 : Unit prices for the paint samples which Mr. Nakai
asked you on July 18 to send to his office

Average
\$70.44

MANNING & LABOR COST ESTIMATION

payroll related (incl. overtime) & benefits

			Manpower		Ave.Hrly. Rate (monthly slry.)	Hrs./yr.
			Ⓓ	Ⓔ		
DIRECT	HOURLY	Manufacturing Dept.				
		Workers: Stamping	80			
		Body	480			
		Painting	340			
		Assembly	820			
		Transportation:				
		Stamping	10			
		Body	100			
		Painting	-			
		Assembly	224			
		Inspection:				
		Stamping	6			
		Body	40			
		Painting	12			
		Assembly	90			
INDIRECT	SALARY	Maintenance:				
		Stamping	50			
		Body	100			
		Painting	56			
		Assembly	34			
		Inspection Dept.	50			
		Power Plant & Facility Maintenance	90			
		HOURLY TOTAL	2,582			
		Manager & Supervisor	20			
		Manufacturing Dept.	62			
		Inspection Dept.	30			
		Administration (A)	106			
		Administration (B)	200			
		SALARY TOTAL	418			
		GRAND TOTAL	3,000			

CONTENTS: Administration (A)..... Safety & Health, Scheduling, Quality Control, Material (Mfg. related)
Administration (B)..... Personnel, Financial, Purchasing, Data Processing, Car Distribution & Scheduling, Public Information, etc.
Inspection Dept. Engineering, Inspection & Audit
Manpower of Ⓓ Estimated manpower based on the proposed data which Mr. Nakai had handed to your production team on August 4 and 5.

REQUEST FOR DATA OFFERING OF FACILITY OPERATION COST

For the purpose of cost estimation of a JV vehicle, please sum up all, (but labor cost, depreciation expense, tax and insurance), of the facility operation cost of the Fremont plant.

If you have any items which you can hardly classify them to any of Energy, Indirect nor Maintenance cost, please add them up to the column of "OTHERS" with identifying its names.

PREMISES

PLANT: Fremont

PRODUCTION VOLUME: 200,000 JOBS/YEAR

PRODUCT: TVX

DATA: Estimated data of Fremont plant in annual base

CONTENTS OF EACH COST: Refer to the following

COST ELEMENTS	PROCESS	CONTENTS
ENERGY COST	Stamping Body Painting Assembly	electricity, natural gas, water
INDIRECT MATERIAL COST	Stamping Body Painting Assembly	processing oil, detergent oil, lubricating oil, hydraulic oil, gloves, assembly tools(consumable), etc. welding electrode tip, welding rod, welding wire, solder, adhesive, carbon dioxide, argon gas, gloves, etc. butan gas, kerosine, cleaning thinner, chemicals, maintenance expense for hangers, etc. adhesive, gloves, assembly tools'(consumable), etc.
MAINTENANCE COST	Stamping Body Painting Assembly	expense for periodic inspection, preventive maintenance, overhaul (1) payment for subcontract workers (2) facility parts cost, if jobs are done by company workers
OTHERS		

* Please do not include materials such as PAINT, GASOLINE, ENGINE OIL, etc. which we had already asked you to offer.

Attachment (F) - 2

FACILITY OPERATION COSTS

	<u>Stamping</u> \$ / Per Unit	<u>Assembly</u> \$ / Per Unit	<u>Total</u>		
<u>Utility Costs</u>				Fix-	Varri-
Electricity		20		ed	able
Gas		17			
Water		6			
Other					
Total Utilities	3.84	43	46.84	5	38
<u>Indirect Material</u>					
Supplies	0.80	12	12.96	-	12
Expense Tools	0.16				
Maintenance	2.28	30	32.28	3	27
Scrap	1.41	12	13.41		12
Total Indirect Material	4.65	54	58.65	3	51
<u>Other</u>					
Housekeeping	2.18	23		2	21
Data Processing	0.27	21		21	
Taxes					
Insurance	9.00	18	27	18	
Other					
Total Other	11.45	62	73.45	41	21
TOTAL	19.94	159	178.94	49	110
Excl. Taxes, Insurance, Other (178.94 - 27)			151.94	159	

INVESTMENT IN THE JOINT VENTURE PLANT (FOR THE DEPRECIATION COST ESTIMATION)

The following investments are the result of our last discussion on August 4 and 5.

	STAMPING			BODY			PAINTING			ASSEMBLY			TOTAL	
	INVEST.	UL	DEP. COST /VEHICLE	INVEST.	UL	DEP. COST /VEHICLE	INVEST.	UL	DEP. COST /VEHICLE	INVEST.	UL	DEP. COST /VEHICLE	INVEST.	DEP. COST /VEHICLE
NEW INVESTMENT	\$1,000	YR.	\$	\$1,000	YR.	\$	\$1,000	YR.	\$	\$1,000	YR.	\$	\$1,000	\$
	33,057	30	5.51										33,057	5.51
	BUILDING												9,876	3.29
	(note 1)													
	ATTACHED STRUCTURE	15	3.29											
	9,876												192,043	125.77
MACHINES	64,476	7	46.05	62,429	8	39.01	46,133	8	28.83	19,005	8	11.88	56,924	71.16
TOOLS (note 2)	15,120	4	18.90	41,804	4	\$2.26								
TOTAL	122,529		73.75	104,233		91.27	46,133		28.83	19,005		11.88	291,900	205.73

note 1 ----- utilities, cranes, scrap-system
 note 2 ----- (stamping) die, checking fixtures, try-out
 (body) multi-spot, small-sub-assembly-line, checking fixtures, try-out
 - UL stands for USEFUL LIFE.

Annex B

INDEX

The ten best-selling models among the sub-compacts will be the models which constitute the market-basket index. The models shall be revised at the start of every model year on the basis of model volume in the U.S.A, using the latest R. L. Polk registration data for the previous 12 months.

For reference, the ten best-selling models in 1982 were as follows:

Chevrolet Cavalier	Mercury Lynx
Chevrolet Chevette	Nissan Sentra
Ford Escort	Subaru DL
Honda Accord	Toyota Corolla
Honda Civic	Volkswagen Rabbit

The "Index" shall be the weighted average rate of wholesale price fluctuations of these models from the prior model year to the current model year, weighting the Toyota Corolla at 30% versus 70% for all other comparable models combined without regard of model volumes in the U.S.A.

For this purpose, the wholesale price shall be adjusted by eliminating the value of equipment changes and product improvements in comparison with the previous year's models. To this end, the JV Company will evaluate and determine the value of equipment changes and product improvements, taking into account the opinions of Toyota and GM.

When competitive models are replaced by new models, or additional competitive models are brought in, neither the old model nor the new or additional model will be included in the calculation of the Index for the model year when such model changes take place. It will, however, be included in the calculation of the Index for subsequent model years.

第3次修正 文言変更

AMENDMENT
TO
VEHICLE SUPPLY AGREEMENT

by and among

NEW UNITED MOTOR MANUFACTURING, INC.,

GENERAL MOTORS CORPORATION

and

TOYOTA MOTOR CORPORATION

AMENDMENT
TO
VEHICLE SUPPLY AGREEMENT

This Amendment is entered into this 31st day of March, 1986 among New United Motor Manufacturing, Inc. ("JV Company"), General Motors Corporation ("GM") and Toyota Motor Corporation ("Toyota").

WHEREAS, the parties executed the Vehicle Supply Agreement on February 21, 1984; and

WHEREAS, the parties now wish to make the appropriate amendments to the Vehicle Supply Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1, Addition in Section 4.1: The following sub-section shall be and is hereby added in Section 4.1 of the Vehicle Supply Agreement:

"(d) The provisions of this Section 4.1 and any individual sales contract made under Section 4.2 hereof shall be subject to and within the limitation of the relevant provisions of the Agreement on Manufacture of Toyota-Specific Vehicles, dated March 31, 1986, among the parties hereto."

2. Amendment to Section 4.4: Section 4.4 of the Vehicle Supply Agreement shall be and is hereby amended to read in its entirety as follows:

"4.4. Delivery of Products: The Products shall be delivered to GM by the physical delivery of the same outside the Foreign Trade Subzone of the JV Company."

3. Amendment to Section 4.5: Section 4.5 of the Vehicle Supply Agreement shall be and is hereby amended to read in its entirety as follows:

"4.5. Acceptance of Products: (a) GM shall, immediately after tendering of the Products by the JV Company, conduct visual and operational inspections in the Foreign Trade Subzone of the JV Company to determine whether the Products conform to the applicable specifications and inspection standards as separately agreed upon by the parties pursuant to Section 3.4 hereof.

(b) GM shall accept all the Products which shall have passed said inspections. GM shall provide a written notice in a form designated by the JV Company for those Products which shall have failed said inspection. This written notice shall specify the reason for such failure in reasonable detail. These Products shall be repaired by the JV Company at no charge to GM.

(c) The Products which have passed said inspections and have been moved to a point outside the Foreign Trade Subzone through the gate of the shipping canopy located just west of the Marshalling Area identified in Section 5.1 of the Shareholders' Agreement shall be deemed to have been accepted by GM.

(d) The JV Company shall at its cost repair or correct any discrepancies in the Products attributable to the JV Company if (i) they are discovered while the Products are within the confines of the Marshalling Area, and (ii) they are notified to the JV Company within a three business day period after acceptance of the Products."

4. Amendment to Section 4.7: Sub-sections 4.7(a) and 4.7(b) of the Vehicle Supply Agreement shall be and are hereby deleted and the following sub-section shall be and is hereby substituted for said two sub-sections:

"(a) The payment for the Products by GM to the JV Company shall be made as follows: Payment for the Products delivered prior to the commencement of second shift on day one shall be made on business day three, and payment for the Products delivered after the commencement of second shift on such day one and prior to the commencement of second shift on day two shall be made on business day four."

5. Addition to New Section 6.4: The following section shall be and is hereby added after Section 6.3 of the Vehicle Supply Agreement:

"6.4. Nondisclosure of Information: The JV Company and GM agree that any confidential information related to product planning, prices of the Products, systems and planning for vehicle ordering, distribution and option selections, and quality related information furnished by GM to the JV Company shall not be disclosed by the JV Company to Toyota or any third party, except that the JV Company may disclose such information to Toyota only when necessary for the management and operation of the JV Company, and in accordance with the Order issued by the Federal Trade Commission, In the Matter of General Motors Corporation, et.al., Docket No. C-3132."

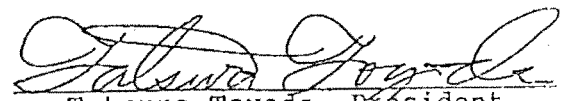
第4次
修正
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6. Other Terms: It is understood that, except as expressly amended hereby, the Vehicle Supply Agreement shall remain unchanged.

The parties have executed this Amendment on the date first above written.

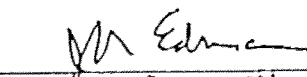
NEW UNITED MOTOR MANUFACTURING, INC.

By


Tatsuro Toyoda, President

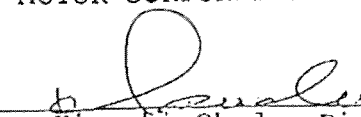
GENERAL MOTORS CORPORATION

By


J. R. Edman, Vice President
and Group Executive,
Finance Group

TOYOTA MOTOR CORPORATION

By


Hiroshi Okuda, Director

SECOND AMENDMENT TO
VEHICLE SUPPLY AGREEMENT

TOYOTA MOTOR CORPORATION ("Toyota"), a corporation organized and existing under the laws of Japan, NEW UNITED MOTOR MANUFACTURING, INC. (the "JV Company"), a close corporation organized and existing under the laws of the State of California, and GENERAL MOTORS CORPORATION ("GM"), a corporation organized and existing under the laws of the State of Delaware, hereby agree to amend the Vehicle Supply Agreement, dated February 21, 1984, (the "Agreement") and the Amendment to Vehicle Supply Agreement, dated March 31, 1986, (the "First Amendment") as follows:

1. Article IV of the Agreement, entitled "Supply and Purchase Obligations and Arrangements," as amended in the First Amendment, is hereby further amended by adding the following paragraph:

"4.13 CAFE Regulations:

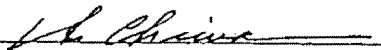
The obligations of the parties with respect to U.S. fuel economy laws are as stated in the Letter of Understanding dated April 24, 1989 among Toyota, the JV Company and GM."


2. This Second Amendment shall be effective as of April 24,
1989.

IN WITNESS WHEREOF, the parties have caused three copies of this
Second Amendment to be signed by their duly authorized
representatives.

TOYOTA MOTOR CORPORATION

GENERAL MOTORS CORPORATION


By: 

By: 

Title: Director

Title: Assistant Treasurer

NEW UNITED MOTOR MANUFACTURING, INC.

By: 

Title: President

**THIRD AMENDMENT TO
VEHICLE SUPPLY AGREEMENT**

TOYOTA MOTOR CORPORATION ("Toyota"), a corporation organized and existing under the laws of Japan, NEW UNITED MOTOR MANUFACTURING, INC. (the "JV Company"), a close corporation organized and existing under the laws of the State of California, and GENERAL MOTORS CORPORATION ("GM"), a corporation organized and existing under the laws of the State of Delaware, hereby agree to amend the Vehicle Supply Agreement, dated February 21, 1984, (the "Agreement"), the Amendment to Vehicle Supply Agreement, dated March 31, 1986, and the Second Amendment to Vehicle Supply Agreement, dated April 24, 1989, as follows:

1. Article 4.3(b) is hereby deleted and substituted with the following paragraph:

"The selling price for the Vehicles shall be revised and determined for each model year. The new selling price for the Vehicles in each new model year shall be determined by applying to the selling price for the previous model year the Index set forth in Annex B hereto."

2. Annex B of the Agreement is hereby deleted and substituted with the following:

"Annex B

Index

As a general principle, the ten best-selling models among the subcompacts will be the models which constitute the marketbasket index. At the beginning of a new model cycle for the JV car, the parties may agree to change the models in the marketbasket to include other subcompacts or compacts. Unless there are exceptional circumstances, the models so included shall remain in the marketbasket throughout the model cycle of the JV car. From time to time, upon mutual agreement, the parties will review the components of the marketbasket formula to ensure that the formula reflects current market conditions.

For reference, the ten best-selling subcompact models in 1992 were as follows:

Cavalier
Civic
Corolla
Escort
Excel

Mustang
Probe
Sentra
Sundance
Tercel

The 'Index' shall be the weighted average rate of wholesale price fluctuations of these models from the prior model year to the current model year, weighing the Toyota Corolla at 30% versus 70% for all other comparable models combined without regard of model volumes in the U.S.A.

For this purpose, the wholesale price shall be adjusted by eliminating the value of equipment changes and product improvements in comparison with the previous year's models. To this end, the JV Company will evaluate and determine the value of equipment changes and product improvements, taking into account the opinions of Toyota and GM. Incentives will not be included in the calculation.

When competitive models are replaced by new models, or additional competitive models are brought in, neither the old model nor the new or additional model will be included in the calculation of the Index for the model year when such model changes take place. It will, however, be included in the calculation of the Index for subsequent model years."

3. This Third Amendment shall be effective as of August 26, 1992.

IN WITNESS WHEREOF, the parties have caused three copies of this Third Amendment to be signed by their duly authorized representatives.


TOYOTA MOTOR CORPORATION

GENERAL MOTORS CORPORATION

By:



K. Kato
Managing Director

By:


M. T. Hogan
Executive Director of
Planning, North American
Operations

NEW UNITED MOTOR MANUFACTURING, INC.

By:


O. Kimura
President

FOURTH AMENDMENT TO
VEHICLE SUPPLY AGREEMENT

NEW UNITED MOTOR MANUFACTURING, INC., a corporation organized and existing under the laws of the State of California ("JV Company"), GENERAL MOTOR CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("GM"), and TOYOTA MOTOR CORPORATION, a corporation organized and existing under the laws of Japan ("Toyota"), hereby agree to amend the VEHICLE SUPPLY AGREEMENT dated February 21, 1984, as amended on March 31, 1986, April 24, 1989 and August 26, 1992 ("Agreement"), as follows:

1. Section 2.1. of the Agreement, entitled "Agreement Term," is hereby deleted and replaced by the following Section:

"2.1. Agreement Term: This Agreement shall become binding upon its execution by each of the parties hereto and shall remain in full force and effect until the dissolution of JV Company."
2. Section 3.2 of the Agreement, entitled "The Products" is hereby deleted and replaced by the following Section:

"3.2 The Products: The products to be supplied and purchased hereunder shall be certain automotive vehicles manufactured for sale to GM by the JV Company under license from Toyota which are variations of Toyota's front-wheel drive "Sprinter" ("Vehicles" or "GM-Specific Vehicles") and optional equipment therefor manufactured or procured by the JV Company (the "Optional Equipment"). The Vehicles and the Optional Equipment (collectively, the "Products") will be more particularly described in technical advance information (the "Technical Advance Information") to be furnished from time to time by the JV Company to GM. Any additional automotive vehicle manufactured for sale to GM by the JV Company under license from Toyota will be the subject of a separate agreement between GM, Toyota and the JV Company."

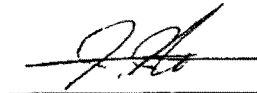
3. This Amendment shall be effective as of February 1, 1997.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in duplicate
by their duly authorized representatives.

NEW UNITED MOTOR
MANUFACTURING, INC.

GENERAL MOTORS CORPORATION

By:



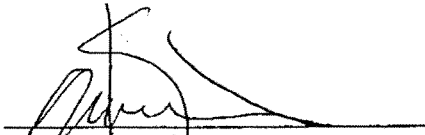
Iwao Itoh
President

By:

Paul W. Schmidt
Executive in Charge
NAO Finance

TOYOTA MOTOR CORPORATION

By:



Koichiro Noguchi
Director

3. This Amendment shall be effective as of February 1, 1997.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in duplicate
by their duly authorized representatives.

NEW UNITED MOTOR
MANUFACTURING, INC.

GENERAL MOTORS CORPORATION

By: _____
Iwao Itoh
President

By: *P. W. Schmidt*
Paul W. Schmidt
Executive in Charge
NAO Finance

TOYOTA MOTOR CORPORATION

By: _____
Koichiro Noguchi
Director